MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY GORAKHPUR, UTTAR PRADESH

TENDER DOCUMENT

NOTICE INVITING TENDER THROUGH GEM PORTAL

FOR

Tentage, Sound, Lighting and Decoration in Alumni Meet-2026

BID NO: GEM/2026/B/8185235

बिड संख्या/Bid Number: GEM/2026/B/8185235
दिनांक /Dated: 27-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-11-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-11-2026 17:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Uttar Pradesh
विभाग का नाम/Department Name	Technical Education Department Uttar Pradesh
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	M M M University Of Technology, Gorakhpur
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hod2.mmmut.gkp@gembuyer.in Buyer Email id: purchaseoffice@mmmut.ac.in
वस्तु श्रेणी /Item Category	Tentage Service Lumpsum Based - University Alumni Meet; Lighting, Tent Rentals, Decoration, Furniture & Equipment Rentals, Dismantling and Removal, Safety Measures, Maintenance & Support, Climate Control, Floorings, Logistics & Delivery, Air Conditio..
अनुबंध अवधि /Contract Period	5 Day(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	15 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	400000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India

ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	0.01
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	2

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Finance Controller
M M M University Of Technology, Gorakhpur, Technical Education Department Uttar Pradesh, N/A,
(Vinay Kumar Rai)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1792734830.pdf

Any Other Terms and Condition as per Buyers Requirement:1792734970.pdf

Tentage Service Lumpsum Based - University Alumni Meet; Lighting, Tent Rentals, Decoration, Furniture & Equipment Rentals, Dismantling And Removal, Safety Measures, Maintenance & Support, Climate Control, Floorings, Logistics & Delivery, Air Conditio.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Event	University Alumni Meet
Service Inclusions	Lighting , Tent Rentals , Decoration , Furniture & Equipment Rentals , Dismantling and Removal , Safety Measures , Maintenance & Support , Climate Control , Floorings , Logistics & Delivery , Air Conditioning
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Estimated Number of Events during Contract Duration	2

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Rohit Kumar Tiwari	273010,M M M University of Technology, Deoria Road, Gorakhpur	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to

50 percent with the consent of the service provider

2. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Service & Support**

   AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. **Service & Support**

   Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

5. **Service & Support**

   Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

6. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

7. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. **Past Project Experience**

   Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.

4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Madan Mohan Malaviya University of Technology Gorakhpur-273010, U.P.

Tender Document for Providing Tentage, Furniture, Sound System, Lighting, Floral Decoration and Associated Infrastructure for Alumni Meet of MMMUT on November 21-22, 2026

Scope of Work

1. The successful bidder shall, at its own cost and responsibility, supply, transport, install, operate, maintain, supervise, and dismantle all equipment, materials, infrastructure, accessories, and ancillary items required for the successful conduct of the Convocation Ceremony. The successful bidder shall ensure that all equipment and services remain fully functional throughout the event and shall promptly replace or rectify any defective or nonfunctional item at no additional cost to the University. The rates quoted shall be firm and inclusive of all costs and expenses, including but not limited to transportation, loading/unloading, labour, installation, operation, maintenance, dismantling, fuel, consumables, insurance, taxes, duties, and all incidental charges necessary for complete execution of the work. The booking shall be deemed to be for the entire event durartion, including any delays, extensions, rehearsals, or post-event requirements, and no additional charges, overtime fees, or extra claims shall be payable unless expressly approved in writing by the University.
2. Detailed requirements of the tender are as below: -

Location	Details
MPH	**Pandal** a) Pandal -Size:120×120 ft with full matting b) Pandal- Size: 20× 20 ft with matting (at 2 locations for reception with chairs) c) Complete matting (red) in MPH 60 metre × 40 metre d) Complete matting (red) on the approach road of main pandal: 20 metre × 60 metre e) Deluxe chairs covered with white cloths: 400 Nos f) VIP/Executive Sofa: 40 Nos g) VIP/Executive Centre Table: 6 Pieces h) Leg Cover: 30 Pieces i) Round Table with cover and Chairs: 15 Nos j) Serving Table covered with cloth: 25 Nos k) Table: 30 pcs l) Paper Roll: 05 kg

	m) View cutter at MPH 200ft × 12 ft n) Wooden LED Bases/riser (20ft × 3ft) o) Wooden Table for Console (5ft × 3ft) with cover: 2 Nos **Any other item as per the need**
Near MPH	Covered waterproof tent of 20 ft ×60 ft for food preparation
MPH	**<u>Light and Sound System</u>:** a) Drum Kit (Mics installed at the drum sets) b) Male to Male chords :04 pcs c) JBL Top Speaker: 4 PC, d) Monitor LA :2 Pieces, e) Cordless Mic: 4 Pieces, f) Collar Mic: 5 Pieces, g) Stand Mic: 03 pcs h) Card Lid 10 m: 2 Pieces, i) Counsellor mixer (Big): 1 Piece j) 16-channel stabilizer × R40 cordless: 2 Pieces k) Sound Engineering:4-piece l) Extension Board 6-piece m) DA 20 distributors: 1 Piece n) Amateur: 4 Piece o) Fans: 15 Nos p) Cooler: 5 Piece q) Complete Lighting arrangement in all pandals with LED r) Decorative lighting and illumination of MPH, Atal Bhawan and Main Gate. **Any other item as per the need**
	<u>Flower Decoration</u> a) Flower decoration in MPH Hall Stage with flow Writing "Alumni Meet-2026" b) Decoration with cloth c) Decoration on the background of the Stage and at the entrance of the Hall d) Flower Stick: 50 Nos e) Flower Bouquet (with good flowers): 5 Nos. **Any other item as per the need**

Madan Mohan Malaviya University of Technology Gorakhpur- 273010, U.P.

Buyer Added Bid Specific Additional Terms & Conditions

1. The bidders are advised to inspect and familiarize themselves with the site conditions, access, logistical requirements, and all other factors that may affect the performance of the work prior to submission of its bid. Submission of a bid shall be deemed to constitute the Bidder's acknowledgment that it has satisfied itself as to all relevant conditions, and no claim for additional payment, extension of time, or other compensation arising from the Bidder's failure to inspect the site or ascertain such conditions shall be entertained.

2. Quantity Variation: The University reserves the right, at its sole discretion, to increase or decrease the quantities of any or all items/services specified in the work order by up to twenty-five percent (25%) of the quantities indicated in the bid documents.

3. Installation Schedule: Complete installation shall be finished at least 12 hours before commencement of the Alumni Meet.

4. The University reserves the right to increase/decrease service quantities, change venue arrangements, alter programme schedules, or revise service requirements without any change in quoted rates.

5. The successful bidder shall arrange adequate trained manpower, serving staff, supervisory personnel, service counters, equipment, and all related resources required for smooth execution.

6. The bidder shall be solely responsible for safety, conduct, deployment, and management of its manpower and resources during the event.

7. The University reserves the right to accept or reject any bid, wholly or partially, or cancel the bidding process at any stage without assigning any reason.

8. The successful bidder shall execute the agreement/contract and comply with all contractual obligations within the stipulated time after issuance of the award.

9. Submission of a bid shall be deemed as acceptance of all terms, conditions, specifications, and requirements of the tender document without reservation.

10. The successful bidder shall ensure compliance with all applicable hygiene, health, labour, and statutory regulations throughout the contract period.

11. All arrangements shall remain operational till completion of the event and dismantled only after approval from the Alumni Meet Committee.

12. Minimum Eligibility Criteria for the bidders: -
    i. Valid GST Registration.
    ii. PAN Registration.
    iii. Experience of execution of similar tentage/event infrastructure works during last three years.
    iv. Bidder shall submit at least three work completion certificates of similar nature.
    v. Self-declaration regarding non-blacklisting.
    vi. Other terms, conditions, obligations, specifications, instructions, or requirements stipulated elsewhere in the bid documents.

13. Service Level Agreement: The following conditions shall be applicable in addition to standard GeM SLA for the relevant category: -
    i. All tents should be waterproof and wind-resistant.
    ii. All furniture shall be clean, uniform and free from damage.
    iii. All electrical wiring shall be properly insulated and secured.
    iv. Sound systems should provide clear and uninterrupted audio coverage.
    v. Fans shall remain operational throughout the event.
    vi. Any defect, failure or complaint reported by the University shall be attended within 30 minutes.
    vii. Replacement of faulty equipment shall be completed within 60 minutes.
    viii. The service provider shall maintain 100% availability of critical infrastructure including (a) Sound System, (b) Lighting (c) Stage

14. Penalty Clause: The following penalties may be imposed:
    i. Delay in completion of installation: 0.5% of contract value per hour of delay, subject to maximum 10%.
    ii. Non-availability of any major item during event: Up to 5% of contract value per incident. iii. Failure of sound, lighting or power arrangement causing disruption: Up to 10% of contract value.
    iv. Supply of inferior quality or damaged items: Replacement at own cost-plus penalty as decided by the University.
    v. Failure to rectify complaint within stipulated SLA: ₹5,000 per instance.

15. Safety Requirements: -
    i. All electrical installations shall comply with applicable safety norms.
    ii. Fire extinguishers shall be available at strategic locations.
    iii. All manpower deployed shall follow safety practices.
    iv. Successful bidders shall be solely responsible for accidents arising out of negligence.

16. Payment Terms: Payment shall be released after successful completion of work and certification by the designated Alumni Meet Committee. No advance payment shall be admissible.

17. Performance Guarantee: The successful bidder will have to provide Performance Guarantee @ 3% of the Contract Value. Mode of submission shall be as indicated in the GeM Bid Document.

18. The office of the Service Provider must be located in the city of the consignee, i.e. Gorakhpur. The bidder must submit a valid documentary proof of the local office address (such as a registered lease deed, electricity bill, property tax receipt, or GST registration certificate reflecting the local address) along with the technical bid.

19. Risk and Cost: In case the successful bidder fails to perform, the University reserves the right to get the work executed through alternative means at the risk and cost of the defaulting successful bidder.

20. Force Majeure: Force Majeure conditions shall be governed as per GeM General Terms and Conditions.

21. The University reserves all right to accept or reject any/ all bids without assigning any reason. No correspondence and clarification will be entertained in this regard.

22. To assist in the analysis, and evaluation, of the bids the University may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing, only through GeM Portal, but no change in the price or substance of the bid offered shall be permitted.

23. The bidder should not be under liquidation; court receivership or similar proceedings should not be bankrupt. Bidder should upload an undertaking on its letterhead clearly stating that it is not under liquidation; court receivership or similar proceedings and is not bankrupt. Such undertaking should be uploaded with the Technical Bid.

24. In case any false information/ statements/ documents are furnished along with the bid, such bids shall be liable for rejection, and the respective bidder shall be solely responsible for the same.

25. The bidder should upload an undertaking on its letterhead stating his/her acceptance and compliance with the Scope of Work and all the terms and conditions mentioned in the Bid document.

26. Any dispute, difference, or claim arising out of or in connection with this tender and subsequent contract, including its interpretation, performance, breach, termination, or validity, which cannot be resolved amicably between the parties, shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and

Conciliation Act, 1996, as amended from time to time. The arbitration shall be conducted by a sole arbitrator appointed by Hon'ble Vice Chancellor of the University. The seat and venue of arbitration shall be Gorakhpur, UP, India, and the proceedings shall be conducted in the English language. The award of the arbitrator shall be final and binding on the parties. Subject to the foregoing, the courts at Gorakhpur alone shall have exclusive jurisdiction in respect of all matters arising out of or relating to this tender and the subsequent contract.

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